

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

PACIFIC PREMIER BANK,  
*Plaintiff,*

vs.

GROUP MIDLAND HOTELS, LLC, and  
CHETNA HIRA,  
*Defendants.*

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CIVIL ACTION NO. 3:17-CV-00312-B

**PLAINTIFF PACIFIC PREMIER BANK'S SUPPLEMENT TO MOTION FOR  
SUMMARY JUDGMENT**

Plaintiff Pacific Premier Bank ("Plaintiff" or "PPB") files this Supplement (the "Supplement") to its pending Motion for Summary Judgment (the "Motion for Summary Judgment") against Chetna Hira ("Defendant" or "Hira").

PPB supplements the Motion for Summary Judgment with the following:

**I. INTRODUCTION**

1. Subsequent to PPB's filing of the Motion for Summary Judgment, GMH<sup>1</sup> paid an amount of \$1,200,000.00 to PPB in accordance with an order in the GMH bankruptcy lawsuit. Further, PPB has incurred attorneys' fees subsequent to the filing of the Motion for Summary Judgment. GMH's payment in the bankruptcy lawsuit and PPB's additional incurred attorneys' fees affects the damages amount PPB seeks from Hira in this case. Accordingly, PPB files this Supplement to provide the updated amounts and supporting evidence related to the damages that it seeks from Hira in the Motion for Summary Judgment.

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<sup>1</sup> All defined terms provided in the Motion are incorporated and adopted as if fully defined herein.

## II. SUPPLEMENTAL SUMMARY JUDGMENT EVIDENCE

2. In support of this Supplement, PPB relies upon the following supplemental summary judgment evidence, as well as the pleadings, its Motion for Summary Judgment with the associated evidence filed with this Court on May 24, 2017, all pleadings, discovery, and other papers properly on file with the Court at the time the Motion for Summary Judgment and Supplement were filed, all of which are properly incorporated herein by reference:

Exhibit C: Affidavit of Mark Whalen

Exhibit D: Affidavit of Robert P. Latham

## III. SUPPLEMENTAL STATEMENT OF UNDISPUTED FACTS

3. On June 1, 2017, and in accordance with an Agreed Order Granting PPB's Motion for Relief from the Automatic Stay in GMH's bankruptcy lawsuit, GMH paid \$1,200,000.00 to PPB in exchange for a release of a lien on GMH's property (the "GMH Bankruptcy Payment").<sup>2</sup> PPB applied the GMH Bankruptcy Payment as an offset to the amount due and owing under the Note and guaranteed by Hira.<sup>3</sup> Accordingly, PPB has adjusted the amount of damages PPB seeks from Hira to include the offset of the GMH Bankruptcy Payment.

4. As of June 14, 2017, a balance of \$1,229,873.76 remains due and owing on the Note after taking into account the GMH Bankruptcy Payment and other offsets and credits.<sup>4</sup> This amount is made up of \$1,083,647.96 in principal, \$136,710.31 in interest, and \$9,515.49 in late charges and fees.<sup>5</sup> Interest continues to accrue in the amount of \$200.40 per day on the Note.<sup>6</sup> This figure does not include any costs or attorneys' fees which are owed to PPB by Hira.<sup>7</sup>

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<sup>2</sup> See Ex. C, ¶ 4 (App. 66).

<sup>3</sup> *Id.*

<sup>4</sup> *Id.* at ¶ 5 (App. 67).

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

<sup>7</sup> *Id.*

5. As of June 14, 2017, PPB seeks \$1,229,873.76 from Hira and its attorneys' fees incurred in prosecuting this action.<sup>8</sup>

6. PPB has incurred additional attorneys' fees and costs subsequent to the filing of the Motion for Summary Judgment.<sup>9</sup> The affidavit of attorney Robert P. Latham attesting to the reasonableness and necessity of PPB's attorneys' fees and expenses is attached as Exhibit D. Mr. Latham's affidavit testimony establishes that:

(i) PPB incurred attorneys' fees and expenses in the prosecution of this suit that were reasonable. PPB has also incurred attorneys' fees and expenses relating to the GMH bankruptcy case. (Ex. D, ¶ 5) (App. 70); and

(ii) The reasonable attorneys' fees, costs, and expenses incurred by PPB as of June 14, 2017 in connection with PPB's collection efforts, and to investigate and prosecute this case through preparation of this motion for summary judgment are \$60,240.32. (Ex. D, ¶¶ 6-7) (App. 71).

#### IV. PRAYER

WHEREFORE, for the foregoing reasons, PPB respectfully submits that it is entitled to summary judgment on its affirmative claim for breach of the guaranty against Hira, and therefore should be awarded judgment in this case, in addition to all reasonable and necessary attorneys' fees and costs incurred in bringing this lawsuit.

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<sup>8</sup> *Id.*

<sup>9</sup> *See* Ex. C, ¶ 6 (App. 67).

Dated this 20<sup>th</sup> day of June, 2017.

Respectfully submitted,

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By: /s/ Robert P. Latham  
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**ATTORNEYS FOR PLAINTIFF  
PACIFIC PREMIER BANK**

**CERTIFICATE OF SERVICE**

I hereby certify that on June 20, 2017, true and correct copies of the foregoing were served on all parties of record via the electronic case filing notification system.

/s/ Lindsey E. Marsh  
Lindsey E. Marsh